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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 Companies Act 1985

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold block lettering

* Insert full name
of company

To the Registrar of Companies

For official use

Company Number

* 1 U

2799666

Name of Company

* CLASSIC TRIM LIMITED

Date of creation of the charge

25 MARCH 1994

Description of the instrument (if any) creating or evidencing the charge

Mortgage Debenture

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

Names and addresses of the mortgagees or persons entitled to the charge

National Westminster Bank PLC

41 Lothbury

London

Postcode EC2P 2BP

- 8 APR 1994

Presentor's name address and
reference (if any):

National Westminster Bank PLC
UKBB, Advances Department
Litigation, Technical & Securities
King's Cross House
200 Pentonville Road
London N1 9HL

Presentor's Reference
and/or telephone number
071-239 8205

For official use
Mortgage Section

REGISTERED

- 8 APR 1994

Post room



CITY SC.

60-00-00

Short particulars of all the property mortgaged or charged

(a) A specific equitable charge over the Company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds of sale thereof.

(b) A specific charge over all plant machinery vehicles computers and office and other equipment both present and future (excluding all stock in trade) and the full benefit of all warranties and maintenance contracts for any of the same.

(c) A specific charge over all stocks shares and other securities either in or issued by any subsidiary companies or any other company and all dividends and other rights in relation thereto.

(d) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.

(e) A specific charge over its goodwill and the benefit of any licences and all patents patent applications inventions trade-marks trade names registered designs copyrights know-how and any other intellectual property rights.

(f) A floating charge over the undertaking and all other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or pari passu with this charge.

~~XXXXX charge by way of legal mortgage over the undermentioned property and the proceeds of the sale thereof~~

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Particulars as to commission allowance or discount

Nil

Per pro
National Westminster Bank PLC
UKBB, Advances Department
Litigation, Technical & Securities
King's Cross House
200 Pentonville Road, London N1 9HL

Please see notes below.

Signed

Date

08 APR 1994

Authorized Signatory

On behalf of mortgagee

Notes

(a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc. as the case may be, should be given.

(b) The rate of interest payable under the terms of the Debentures should not be entered.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02799666

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 25th MARCH 1994 AND CREATED BY CLASSIC TRIM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th APRIL 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th APRIL 1994.

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS

for the Registrar of Companies



M

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this margin

Please complete
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bold block
lettering

*Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

To the Registrar of Companies

For official use Company number

2799666

2799666

Name of company

CLASSIC TRIM LIMITED

Date of creation of the charge

31st January 1995

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture

Amount secured by the mortgage or charge

The payment of all monies and liabilities at or at any time after the date of the Debenture due owing or incurred to the Chargee by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses

Names and addresses of the mortgagees or persons entitled to the charge

Midland Bank plc

Poultry

London

Postcode

EC2P 2BX

Presentor's name, address and
reference (if any):

Pinsent & Co
3 Colmore Circus
Birmingham B4 6BH

Ref: LMH 55165 0035 1

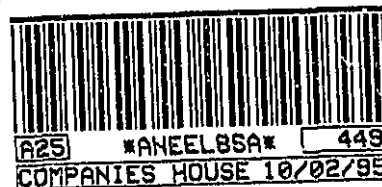
For official use
Mortgage section

Post room

REGISTERED

10 FEB 1995

Time critical reference



Short particulars of all the property mortgaged or charged

- (a) by way of legal mortgage all freehold and leasehold land vested in the Company at the date of the Debenture
- (b) by way of first fixed charge
- (i) all freehold and leasehold land which may in the future become vested in the Company;
- (ii) all interests in freehold or leasehold land or in the proceeds of sale thereof to which the Company may be at or at any time after the date of the Debenture become beneficially entitled;
- (iii) all book debts and other debts at or at any time after the date of the Debenture due owing or incurred to the Company but not including such debts (if any) as the Chargee may from time to time have agreed in writing with the Company shall not be subject to this fixed charge; and

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Please complete legibly, preferably in black type or bold black lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Pinsent 215

Date

9th Feb. 1995

On behalf of ~~company~~ ~~mortgagee/chargee~~

*Delete as appropriate

Notes

- The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

2799666

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

CLASSIC TRIM LIMITED

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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legibly, preferably
in black type, or
bold block lettering

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please complete
legibly, preferably
in black type, or
old block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

- (iv) all goodwill and uncalled capital for the time being of the Company; and
- (c) by way of floating charge
 - (i) all book debts and other debts at or at any time after the date of the Debenture due owing or incurred to the Company which are not for the time being charged to the Chargee by way of fixed charge; and
 - (ii) all other the undertaking of the Company and all its property whatsoever and wheresoever both present and future

The Company shall not except with the prior written consent of the Chargee:-

- (a) purport to create or permit to subsist over all or any of the debts for the time being charged to the Chargee by way of fixed charge (hereinafter collectively called "the restricted debts") any mortgage charge lien pledge or other security other than the Debenture; or
- (b) release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the restricted debts save as expressly provided in the Debenture; or
- (c) deal with the book debts or other debts for the time being charged to the Chargee by way of floating charge (hereinafter collectively called "the unrestricted debts") or with any securities for money for the time being forming part of the other property of the Company charged to the Chargee by way of floating charge otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities; or
- (d) create or permit to subsist over all or any of the unrestricted debts or the other property for the time being charged to the Chargee by way of floating charge any mortgage charge lien pledge or other security ranking in priority to or pari passu with the Debenture; or
- (e) part with sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the unrestricted debts or the other property for the time being charged to the Chargee by way of floating charge.

Until the Debenture is discharged the Company will:-

- (a) get in and realise the restricted debts in the ordinary course of its business (which shall not extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the debts (until payment to the special account as provided in the Debenture) upon trust for the Chargee;
- (b) pay the proceeds of such getting in and realisation of the restricted debts into such separate and denominated account with the Chargee (called the "special account" in the Debenture) as the Chargee may require;

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 2
to Forms Nos 395 and 410 (Scot)

Company number

2799666

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

CLASSIC TRIM LIMITED

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
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Please complete
legibly, preferably
in black type, or
bold block lettering

Please complete legibly, preferably in black type, or bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Short particulars of all the property mortgaged or charged (continued)

Please do not
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- (c) not be entitled to withdraw from the special account all or any monies standing to the credit thereof except with the prior consent of the Chargee

Please complete
legibly, preferably
in black type, or
bold block letters

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02799666

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st JANUARY 1995 AND CREATED BY CLASSIC TRIM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 1995.

N. M. GROVES

for the Registrar of Companies



C O M P A N I E S H O U S E

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10-03-95

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COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

RN

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

[R] [N]

2799666

* Insert full name
of company

Name of company

CLASSIC TRIM LIMITED

† Delete as
appropriate‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.I, LEWIS RICHARDSof 16 DOVE HOUSE LANE SOLIHULL B91 2EX[a-director] [the secretary] [the administrator] [the administrative receiver] of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] [part] †Date and Description of charge 25 MARCH 1994 : DEBENTUREDate of Registrations 6 APRIL 1994Name and address of [chargee] [trustee for the debenture holders] NATIONAL WESTMINSTER
BANK PLC 41 LOTHBURY LONDON EC2P 2BP§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged FREEHOLD AND LEASEHOLD PROPERTIES AND
OTHER ASSETS¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at 55 Charlotte Street
Birmingham B3 1PL

Declarant to sign below

the 3rd day of March
one thousand nine hundred and Ninety Four
before me G. Mackay

E. P. [Signature]

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths G. MackayPresentor's name, address and
reference (if any):L. RICHARDS
51 ANDREWS HOUSE
10 ST PAULS SQUARE
BIRMINGHAM B3 1QUTel 0121-200-7206For official use
Mortgage section

06 MAR 1995

Post room

A37 *AVY029GR* 397
COMPANIES HOUSE 06/03/95**OYEZ**

The Solicitors' Law Stationery Society Ltd, Oyez House, 7 Spa Road, London SE16 3QQ

Companies M403a

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